

ADDITIONAL TERMS SCHEDULE – MICROWAVE ACCESS CONNECT (MCX)

1. MICROWAVE ACCESS CONNECT (MCX) SERVICE

(a) The Service consists of the services set out below and in the Order Form:

(1) onsite equipment installation services in the cabinet(s); and

(2) onsite technical support services,

in each case, as more fully described in the applicable Service Description.

(b) In this Agreement: (1) “**Data Centre**” means each data centre at which the Supplier provides the Service (as set out in the Order Form); and (2) “**Service Description**” means, in respect of each Data Centre, the document attached to this Agreement and entitled “European Liquidity Microwave Access Connect (MCX) Service Description”. The Supplier may amend each Service Description from time to time by written notice to the Client.

(c) The Service Date shall be that date on which the Supplier provides connectivity to the Client’s equipment, whether or not the Client makes use of the Service.

2. CLIENT RESPONSIBILITIES

(a) Prior to the provision of the Service, the Client shall: (1) complete and return to the Supplier specifications and detailed diagram of the layout of the equipment Client wishes to install; (2) provide a connectivity schematic to aid staff of the Supplier in building and fitting the equipment within the cabinet(s); and (3) at least five (5) business days before the proposed installation date, provide to the Supplier completed documentation (including, without limitation, connectivity schema, layout of equipment and other relevant information).

(b) All equipment must comply with the Specifications. The Supplier reserves the right to decline to install any equipment that does not comply with the Specifications.

(c) The Client shall monitor and maintain all relevant telecommunications circuits and immediately report all operational issues arising in connection therewith to the Supplier in writing.

(d) The Client shall place and track circuit orders with the applicable and appropriate telecommunications provider(s).

(e) Except as provided in any Data Centre Operating Policy or other Policy, the Client shall not install any equipment nor leave any equipment or documentation in any colocation cabinets.

(f) The Client shall include a Supplier-designated permit number pertaining to each MCX service the Client installs on all company correspondence, work requests and packages related to the Service.

(g) The Client shall abide by the policies applicable to the Data Centre (the “**Data Centre Operating Policies**”). The Client acknowledges that the Data Centre Operating Policies may contain different requirements in respect of different Data Centres. The Data Centre Operating Policies shall be treated as a Policy for the purposes of this Agreement.

(h) The Client shall arrange for the installation and on-going maintenance of its equipment located on the roof platform provided by the Supplier. Client access for installation and maintenance of Client equipment on such roof platform is at the discretion of the Supplier and as set out in policies applicable to the Data Centre (the “**Data Centre Operating Policies**”).

(i) The Client shall have and maintain for the term of this Agreement, at least the minimum amount of insurance required under applicable law for its employees and be responsible for any damages caused by third parties acting on the Client’s behalf while in any Data Centre. In the event that the Client will be conducting work or services (including, without limitation, maintenance and/or support) at facilities of the Supplier, the Client shall (or in the case of subcontractors of the Client, the Client shall cause its subcontractors to) keep in full force and effect and maintain, at no additional cost to the Supplier, the following insurance:

- employers’ liability insurance with a limit of not less than 1,000,000 euros;
- commercial (comprehensive) general liability insurance (including, without limitation, coverage for independent contractors, personal or bodily injury, products liability, premises/operations, completed operations, and broad form property damage) with combined single limits of not less than 1,000,000 euros per occurrence; and

- insurance covering losses arising out of or in connection with any fraudulent or dishonest acts committed by the Customer (or its subcontractors’) personnel, acting alone or with others, with a limit of not less than 2,000,000 euros.

(j) Upon request by the Supplier, the Client will furnish to the Supplier a certificate of insurance evidencing compliance with paragraph 2(i). Failure of the Supplier to demand such certificates or other evidence of full compliance with these insurance requirements, or failure of the Supplier to identify a deficiency from evidence that is provided, shall not be construed as a waiver of obligation to maintain such insurance.

3. FAULT REPORTING

(a) In the event that material faults with respect to the Service are found, the Client may report such faults via the same service desk numbers in use for standard fault reporting. The Client shall provide the following information upon logging a call with the service desk:

- full contact name;
- full contact number;
- site identifier (to distinguish this as a colocation related incident);
- relevant IP addresses; and
- description of incident (through a “**Service Request**”)

(b) Provided that the Client provides a complete Service Request, and subject to written or real-time instructions from the Client, the Supplier shall provide the following remedial services after such Service Request is duly logged:

- physical checks on the Client’s equipment in the cabinet(s);
- reset of the Client’s equipment, as directed in the cabinet(s);
- replacement of cables, as necessary (Client-supplied cables); and
- replacement of equipment, as necessary (Client-supplied equipment) in the cabinet(s).

(c) In the event that the Supplier determines that additional remedial actions are required, the Client shall provide an engineer, who shall be subject to the Data Centre Operating Policies.

4. BUSINESS CONTINUITY

(a) The Supplier and its Affiliates reserve the right to change from time to time the physical location of the matching engine for any market operated by the Supplier or any of its Affiliates, including, without limitation, in the event of a disaster and for the purpose of testing the Supplier’s or any of its Affiliate’s business continuity plans and procedures.

5. NO LEASE, ETC.

(a) The Supplier may, upon giving reasonable prior written notice to the Client, relocate the Client’s equipment at the Data Centre at which that equipment is located, or require the Client to do so. The Supplier shall, to the extent practicable, schedule any such relocation to minimise disruptions to the Service.

(b) Nothing in this Agreement or the provision of the Service constitutes or creates a leasehold interest or any other enduring interest (whether legal or equitable) in any Data Centre.

(c) The parties agree that the Client shall have the use of any Data Centre as a non-exclusive bare licensee and the Client shall vacate each Data Centre upon the expiration or earlier termination of this Agreement.